

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IDAHO TELEPHONE ASSOCIATION,
CITIZENS TELECOMMUNICATIONS
COMPANY OF IDAHO, CENTURYTEL OF
IDAHO, CENTURYTEL OF THE GEM STATE,
POTLATCH TELEPHONE COMPANY and
ILLUMINET, INC.

Complainants

vs.

QWEST COMMUNICATIONS, INC.,

Respondent.

CASE NO. QWE-T-02-11

DIRECT TESTIMONY
OF
CHARLES H. CREASON
ON BEHALF OF
THE IDAHO TELEPHONE ASSOCIATION

1 Q. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

2 A. My name is Charles H. Creason, and my business address is 507 G Street,
3 Rupert, Idaho 83350.

4 Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

5 A. I am the Manager of Project Mutual Telephone Cooperative Association,
6 Inc ("Project Mutual"). I am also the President of Syringa Networks LLC
7 ("Syringa").

8 Q. FOR WHOM ARE YOU APPEARING AND WHAT IS THE PURPOSE
9 OF YOUR TESTIMONY?

10 A. I am appearing on behalf of the Idaho Telephone Association, one of the
11 Complainants in this case. The purpose of my testimony is to rebut Qwest
12 witness Scott McIntyre's inaccurate and misleading characterizations of
13 Syringa and the SS7 service it provides.

14 Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF SYRINGA
15 NETWORKS.

16 A. Syringa Networks, LLC is an Idaho corporation that was created by 11
17 members of the ITA on September 1, 2000. Its primary purpose is to
18 provide twenty first century telecommunications facilities to its member
19 companies and their customers. To that end, Syringa is constructing and
20 operating what will ultimately be a 1400-mile SONET ring transport
21 network in southern Idaho that will link all of the participating ITA
22 members' service territories. This fiber optic network will enable Syringa

1 to offer high-speed transport and tandem switching services to its member
2 companies, as well as broadband services such as ATM and frame relay
3 switching. One way to look at Syringa is that it is a sophisticated
4 cooperative infrastructure sharing arrangement by the 11 member
5 companies.

6 Q. DOES SYRINGA ALSO PROVIDE SS7 SIGNALING SERVICES?

7 A. Yes. Syringa is currently providing SS7 signaling to some of its member
8 companies, utilizing a combination of its own fiber optic system and
9 leased facilities in those areas where Syringa's network is not yet
10 constructed.

11 Q. HOW DID SYRINGA GET INVOLVED IN SS7 SERVICE?

12 A. Syringa initiated SS7 service by purchasing a pre-existing SS7 provider,
13 System Seven, Inc. In late 1994, six of the ITA member companies
14 formed System Seven as an Idaho corporation for the sole purpose of
15 providing SS7 signaling for these six member companies. The founding
16 companies were Cambridge Telephone Company, Midvale Telephone
17 Exchange, Farmers Mutual Telephone Cooperative, Project Mutual,
18 Albion Telephone Company, and Rockland Telephone Company. By
19 joining together, the companies were able to avoid duplicate purchases of
20 SS7 equipment or services. The SS7 equipment was located in Project
21 Mutual's central office because Project Mutual had space available and its
22 location was geographically convenient for the participating companies.

1 System Seven began providing SS7 service to its member companies in
2 early 1995, and continued to do so until it was purchased by Syringa on
3 June 21, 2001.

4 Q. WHY DID SYRINGA PURCHASE SYSTEM SEVEN?

5 A. Once Syringa was formed, it became obvious that it made sense to fold
6 System Seven into the much larger Syringa organization. This provided
7 an easy and inexpensive way for Syringa to purchase SS7 equipment,
8 which it intended to acquire in any event. For the owners of System
9 Seven it represented a reduction in overhead associated with maintaining a
10 separate company for SS7 services. I should add, parenthetically, that the
11 purchase price was determined primarily by those Syringa members who
12 had no financial interest in System Seven.

13 Q. DID SYRINGA CHANGE THE CONFIGURATION OF THE SS7
14 EQUIPMENT OR FACILITIES AFTER THE PURCHASE FROM
15 SYSTEM SEVEN?

16 A. No.

17 Q. IN HIS DIRECT TESTIMONY, MR. McINTYRE CHARACTERIZES
18 SYRINGA NETWORKS AS A "THIRD PARTY SIGNALING
19 PROVIDER" THAT "PURCHASES SIGNALING THROUGH
20 PROJECT MUTUAL." IS THIS CHARACTERIZATION ACCURATE?

21 A. No. In the first place, Mr. McIntyre's characterization of Syringa as a third
22 party SS7 provider is not really correct. The truth is that Syringa is much

1 more than an SS7 provider—it is essentially a joint undertaking that
2 enables ITA member companies to pool their resources and share
3 infrastructure investments of all sorts. SS7 is only a small part of this
4 sharing arrangement. In addition, Syringa is not a third party provider in
5 the sense Mr. McIntyre means because Syringa does not provide SS7
6 signaling to non-members, although I would not rule out doing so in the
7 future.

8 Second, Mr. McIntyre’s statement that Syringa “purchases
9 signaling through Project Mutual” is simply 180 degrees wrong. Syringa
10 provides SS7 to Project Mutual and the other member companies. It
11 doesn’t purchase signaling from Project Mutual.

12 Q. MR. MCINTYRE FURTHER CONTENDS THAT SYRINGA HAS NOT
13 MADE ITS SIGNALING OPERATION KNOWN TO QWEST IN
14 ORDER “TO HIDE THE FACT THAT THEY WERE A THIRD PARTY
15 SS7 PROVIDER” AND TO PROTECT A “PRICING LOOPHOLE.”
16 WHAT IS YOUR RESPONSE TO THIS ALLEGATION?

17 A. I can forgive Mr. McIntyre’s other misstatements about Syringa, although
18 he could have ascertained the true state of affairs with a simple phone call.
19 But I take personal offense at his irresponsible and demonstrably untrue
20 charge that Syringa has attempted to hide its SS7 operations from Qwest
21 in order to somehow game the system.

1 From the very beginning of System Seven's operations in early
2 1995, Qwest has been fully informed about the existence and operation of
3 System Seven's SS7 signaling system. As irrefutable proof of this
4 statement, I am attaching to my testimony as Exhibit ____ a copy of the
5 February 1995 Common Channel Signaling Network Interconnection
6 Agreement ("Agreement") between System Seven and Qwest's
7 predecessor company, U S WEST Communications. (References to
8 Qwest hereafter include U S WEST). This Agreement describes the
9 network configuration and terms and conditions of the interconnection of
10 System Seven's SS7 system to Qwest. It also specifies the price to be paid
11 by System Seven for access to the Qwest's SS7 system and for use of
12 Qwest's links and ports. I should point out that Qwest drafted this
13 Agreement, as any person familiar with Qwest's forms can readily
14 confirm. In effect, Qwest determined the configuration of the System
15 Seven interface with Qwest and it unilaterally determined the prices
16 System Seven would pay.

17 Q. HAVE THERE BEEN SUBSEQUENT CONTACTS BETWEEN
18 QWEST AND SYSTEM SEVEN OR SYRINGA?

19 A. Yes. The two companies have repeatedly exchanged information on
20 technical issues. In addition, there have been a number of contacts at the
21 managerial level, the most recent of which began on September 4th of this

1 year when I received a Qwest notice of contract cancellation erroneously
2 addressed to Project Mutual.

3 Q. HAVE SYSTEM SEVEN AND SYRINGA PAID THE RECURRING
4 AND NONRECURRING CHARGES SPECIFIED IN THE 1995
5 AGREEMENT?

6 A. Yes. All charges have been paid in accordance with Qwest's monthly
7 bills on a regular and timely basis.

8 Q. DID SYSTEM SEVEN OR SYRINGA SOMEHOW CONFIGURE THE
9 SS7 FACILITIES IN ORDER TO AVOID THE SIGNALING CHARGES
10 THAT QWEST IS ATTEMPTING TO IMPOSE IN ITS SERVICE
11 CATALOG?

12 A. No. System Seven devised and installed the current configuration of
13 Syringa's SS7 equipment more than six years before Qwest filed its tariff
14 imposing the SS7 charges at issue in this case. While the founding
15 members of System Seven tried to plan for the future, we were not
16 sufficiently clairvoyant to foresee, and attempt to avoid, an unprecedented
17 charge that Qwest would initiate more than six years in the future.
18 Moreover, to the best of my knowledge, none of the ITA members were
19 even aware of Qwest's Service Catalog SS7 charges until a few weeks
20 before this complaint was filed.

21 Q. HAS SYRINGA CHANGED THE BASIC CONFIGURATION OF THE
22 SS7 FACILITIES SINCE IT PURCHASED SYSTEM SEVEN?

1 A. Not in the sense you are suggesting. As we replace obsolete equipment
2 we will relocate parts of the SS7 operation to Syringa's Boise offices, but
3 a complete transition will require a fairly long period of time.

4 Q. DO YOU IN FACT KNOW WHETHER OR NOT SYRINGA IS
5 PAYING QWEST THE SS7 SIGNALING CHARGES AT ISSUE IN
6 THIS CASE?

7 A. Because of the lack of billing detail from Qwest, we have not been able to
8 determine with certainty whether or not those charges are included on
9 Qwest's monthly bill. However, there is indirect evidence that suggests
10 that Qwest has not yet billed Syringa for the Service Catalog SS7 charges.

11 Q. ARE THERE ANY OTHER NOTEWORTHY ASPECTS OF THE
12 SYSTEM SEVEN AND SYRINGA SS7 SIGNALING HISTORY THAT
13 ARE RELEVANT TO THIS CASE?

14 A. Yes. Stripped to its essentials, Qwest's argument is that SS7 is a "new"
15 network independent of the public switched network ("PSN") that should
16 be priced in a different manner than the interchanged traffic it supports.
17 Complainants, of course, argue that SS7 is merely the latest form of
18 signaling, which has always been deemed part and parcel of the PSN and
19 subject to the normal industry rules regarding the pricing of underlying
20 traffic. The nature of System Seven's creation and operation clearly
21 supports Claimants' position.

1 With respect to Qwest's argument that SS7 is a separate system,
2 the only fact that gives a measure of credence to this argument is the
3 development of competitive third party SS7 providers such as Illuminet.
4 Qwest points to these non-carrier entities and argues that they are new
5 companies, separate and distinct from the carriers who constitute the
6 public switched network, and they should therefore be charged for the
7 "new" costs they impose. But System Seven's history illustrates the
8 fallacy of this argument.

9 If we ask ourselves why System Seven was formed, there is only
10 one conceivable answer. Throughout its history, System Seven did not
11 sell its services to third parties or provide any ancillary services. Its sole
12 function has been to enable the participating companies to transport and
13 exchange their PSN traffic in the most efficient and cost effective manner,
14 and it was doing so well before the 1996 Act introduced profound
15 competitive changes to the telecommunications landscape. The fact that
16 System Seven's founding members created a separate company for this
17 purpose does not imply the creation of a new and distinct network. It was
18 simply a means of sharing costs that each of the members would otherwise
19 have been forced to shoulder individually for the benefit of their LEC
20 systems. Illuminet's role is really no different, the only distinction being
21 that it is a for profit entity that facilitates this infrastructure sharing on a
22 much larger scale.

1
2 We can test the truth of this observation by asking another
3 question. If the public switched network did not exist, would anyone
4 construct an SS7 “network”? The answer is of course not because SS7 has
5 no inherent or intrinsic value at all other than its ability to make the
6 switched network more efficient.

7 Finally, it is instructive to note that when System Seven first began
8 providing SS7 service to its members nearly eight years ago, it accepted
9 the interconnection service configuration and prices dictated by Qwest.
10 Clearly, Qwest did not believe there was any “pricing loophole” at that
11 time or in the many years that followed, or it would have attempted to
12 remedy the situation. The argument that Qwest has only recently
13 discovered this alleged loophole after all these years is simply not
14 credible. I submit that a far more likely explanation for Qwest’s sudden
15 discovery of this mythical pricing loophole is that it represents an
16 opportunity to wring an additional (and unregulated) revenue stream out of
17 its competitors, and thwart SS7 competition.

18 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

19 A. Yes.

COMMON CHANNEL SIGNALING NETWORK INTERCONNECTION AGREEMENT SWITCHED ACCESS SERVICES

System Seven, Inc., a corporation ("Exchange Carrier" or "EC") and **U S WEST Communications, Inc.** ("USWC"), a corporation organized under the Laws of the State of Colorado hereby enter into this Common Channel Signaling Network ("CCSN") Interconnection Agreement ("Agreement"). This Agreement may refer to Exchange Carrier or to USWC as a Party ("Party") to this Agreement.

SECTION 1. SCOPE OF AGREEMENT

This Agreement describes the terms and conditions under which USWC agrees to provide to EC access to interconnect their CCSN to USWC's CCSN. Services provided for under this Agreement must be in compliance with all FCC rulings.

CCSN is a digital data network carrying signaling information which interfaces with USWC's voice/data network for services using the American National Standards Institute Common Channel Signaling Seven protocol.

CCSAC (Common Channel Signaling Access Capability) is a service offering which allows EC to interconnect their CCS network with USWC's CCS network, providing the means for transporting signaling information between EC's Signaling Point of Interface ("SPOI") and the USWC Signal Transfer Point ("STP"). CCSAC will act as a platform through which EC will be able to obtain access to USWC provided services requiring CCSN connectivity such as 800 Database, CCS Call Set-up, CLASS, and future services. This Agreement covers the CCSN facilities only. Any service offered over the network such as 800 Database, CCS Call Set-up, CLASS, or any future services, shall be covered under separate Agreement.

CCSAC consists of the following three network components:

CCSAC is provided by a CCS Link. The CCS Link is transported via an Entrance Facility and a Direct Link Transport (DLT) facility that is utilized exclusively for connecting the customer's CCS network and USWC's CCSN for the transmission of network control signaling data only. One STP Port is required for each signaling link utilized for CCSAC at the USWC STP. The STP Port is the point of termination to the signal switching capability of the STP and is dedicated to the customer.

CCS Signaling Link

Entrance Facility

The Entrance Facility provides the connection from the customer's SPOI to the serving wire center (SWC) of the customer's SPOI on a dedicated facility. The customer may utilize an existing DS1 facility or order a new DS1 Entrance Facility for CCSAC. The customer may also choose to utilize a portion of an existing facility. When the customer chooses to use a portion of an existing facility, the customer must allocate one dedicated DS0 for the provision of the signaling links.

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Exhibit No.

Direct Link Transport (DLT)

The DLT provides for the transmission facilities between the SWC of the customer's SPOI and the USWC STP. The customer has the option of ordering a DS1 DLT facility, utilized exclusively for the transmission of network control signaling data only, or a single DS0-A channel of a 24 channel DS1 facility. The customer may utilize an existing DS1 DLT facility previously ordered from this section for additional CCS Links or order a new DS1 DLT or a DS0 DLT facility.

Diversity will be provided as mutually agreed upon by USWC and EC based upon availability of the STP, SP or SSP (Service Switching Point) as shown on Attachment 1, incorporated herein by this reference and made a part of this Agreement. If applicable, special construction charges may apply. CCSAC interconnection is available only in suitably equipped USWC STP locations.

SECTION 2. TERM OF AGREEMENT

This Agreement shall become effective January 6, 1995 and shall continue in full force and effect for two (2) years, and thereafter on a month to month basis, unless one Party terminates this Agreement with thirty (30) days written notice to the other Party in accordance with Section 18 below.

SECTION 3. BASIS OF COMPENSATION

Charges for services contracted for under this Agreement shall mirror the charges as shown in FCC Tariff No. 5, Section 20.3, CCSAC Rates and Charges.

Each CCS Link is assessed a nonrecurring charge per link provided on a first and each additional link basis. An STP Port is provided for each CCS Link and each STP Port is assessed a monthly rate.

The Entrance Facility monthly rate is assessed on a per DS0/DS1 facility provided. A nonrecurring charge is assessed for each DS0/DS1 facility. When a customer chooses to utilize a portion of an existing facility, the customer must allocate one dedicated DS0 for the provisioning of the signaling link, and the monthly rate will be apportioned.

For each DLT facility provided, DS0 or DS1, a fixed monthly rate, per mile band, and a monthly rate per mile is assessed.

SECTION 4. DEFINITIONS

Common Channel Signaling Network (CCSN) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over the voice circuit. In the context of 800 Data Base Service, CCS refers to the network signaling technology which utilizes the Signaling System 7 (SS7) protocol as opposed to any other common signaling protocol used by other CCS applications.

Common Channel Signaling Access Capability (CCSAC) - Provides the means for transporting signaling information between EC's SPOI and the USWC STP.

DSOA - Dedicated transmission channel riding a USWC provisioned 1.544 MBPS facility from the EC SPOI and the USWC STP. Signaling data is in the DSOA format (i.e., 56 KBPS of CCS7 Signaling data and 8 KBPS of control/supervisory data).

Links - 56KBPS digital transmission paths that transport signaling information and/or data base queries between elements of the CCSN.

Service Switching Point (SSP) - A CCS switching office that has a software feature capability to halt call progress, formulate and send an SS7 query to the STP and route the call based on information contained in the response from the SCP.

Serving Wire Center (SWC) - the term Serving Wire Center denotes the first point of switching, or facility cross-connect, within the USWC network from which dial tone for local exchange service would normally be provided to the customer premises.

Signaling Transfer Point (STP) - Packet switches that will direct queries and responses back and forth over the CCS network. Queries originate from SSPs processing an 800 call. Responses are directed from SCPs back to originating SSPs.

SECTION 5. NETWORK SPECIFICATIONS

CCSAC transmission specifications, diversity requirements and testing parameters are set forth in Technical References TR-TSV-000905, TR-TSV-000954 and USWC Technical Reference PUB 77342, as amended from time to time.

EC shall make their best efforts to provide semi-annually a CCSAC Network Management Report. The CCSAC Network Management Report requirements are described in USWC Technical Reference PUB 77342, as amended from time to time. USWC will use the report information in it's own effort to further project CCSN facility requirements.

SECTION 6. CCSAC ACCEPTANCE TESTING REQUIREMENTS

USWC will cooperatively test with EC, at the time of installation, network compatibility and other operational tests as described in USWC Technical Reference PUB 77342. Successful completion and acceptance of all testing requirements must occur in order to receive CCSAC service.

SECTION 7. OUT-OF-SERVICE CREDIT

If a Service interruption or other out-of-service conditions occur, except for interruptions or out-of-service conditions caused by Exchange Carrier's actions or involving Exchange Carrier's facilities, an out-of-service credit will be calculated in accordance with the applicable state tariff for out-of-service conditions.

If there is no tariff governing an out-of-service condition, and such out-of-service condition occurs and lasts for more than four (4) consecutive hours after Exchange Carrier gives USWC notice of such condition, an out-of-service credit shall be given to Exchange Carrier and shall be based on a thirty (30) day month and shall be calculated by: (a) dividing the monthly rate for the Service affected by seven hundred and twenty (720) hours; and then (b) multiplying that hourly rate by the number of hours, or major fraction thereof, that the Service was interrupted.

SECTION 8. FORCE MAJEURE

With the exception of payment of charges due under this Agreement, a Party shall be excused from performance if its performance is prevented by acts or events beyond the Party's reasonable control, including but not limited to, severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; computer failures; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities.

SECTION 9. LIMITATION OF LIABILITY

Under no circumstances shall either Party be liable to the other for any indirect, incidental, special, or consequential damages, including but not limited to, loss of business, loss of use, or loss of profits which arise in any way, in whole or in part, as a result of any action, error, mistake, or omission, whether or not negligence on the part of either Party occurs. One Party's liability to the other Party for direct, actual damages shall in no event exceed the out-of-service credit specified above in Section 7 of this Agreement.

SECTION 10. ENTIRE AGREEMENT

This Agreement, together with all Exhibits, Attachments, Notices, and any jointly-executed written Supplements to this Agreement, constitutes the entire Agreement and the complete understanding between the Parties. No other verbal or written representation of any kind affects the rights or the obligations of the Parties regarding any of the provisions in this Agreement.

SECTION 11. INDEMNIFICATION

Each Party to this Agreement hereby indemnifies and holds harmless the other Party with respect to any third-party claims, lawsuits, damages or court actions arising from performance under this Agreement to the extent that the indemnifying Party is liable or responsible for said third-party claims, losses, damages, or court actions. Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification shall promptly notify the other Party of the claim and, when known, the facts constituting the basis for such claim. In the event that one Party to this Agreement disputes the other Party's right to indemnification hereunder, the Party disputing indemnification shall promptly notify the other Party of the factual basis for disputing indemnification. Indemnification shall include, but is not limited to, costs and attorney fees.

SECTION 12. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the Laws of the State in which services are provided.

SECTION 13. DISPUTE RESOLUTION

All claims arising out of this Agreement shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator engaged in the practice of law. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction.

SECTION 14. SUCCESSORS, ASSIGNMENT

This Agreement binds the Parties, their successors, and their assigns. Either Party may assign its rights and delegate its duties under this Agreement with the express, written permission of the other Party, which permission shall not unreasonably be withheld; provided, however, that USWC may assign its rights and delegate its duties under this Agreement to its parent, its subsidiaries, or its affiliates without prior, written permission.

SECTION 15. LAWFULNESS OF AGREEMENT

This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders including the Modification of Final Judgment ("MFJ"), as issued in United States v. Western Electric Co., et al. Civil Action No. 82-0192, U.S. District Court for the District of Columbia, and all subsequent orders issued in or related to that proceeding. This Agreement shall only be effective when mandatory regulatory filing requirements are met, if applicable. If a court or a governmental agency with proper jurisdiction determines that this Agreement, or a provision of this Agreement, is unlawful, or if USWC determines this Agreement or a provision of this Agreement is inconsistent with, or contradictory to the "MFJ", this Agreement, or that provision of this Agreement shall terminate on written notice to Exchange Carrier to that effect. If a provision of this Agreement is so terminated but the Parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

SECTION 16. AMENDMENTS TO AGREEMENT

The Parties may by mutual agreement and execution of a written Supplement to this Agreement amend, modify, or add to the provisions of this Agreement.

SECTION 17. DEFAULT

Either Party may terminate this Agreement if the other Party defaults by failing to perform any substantial obligation on its part. In the event of default, a Party shall have ten (10) days after written notice to correct such default. This Agreement may not be terminated as a result of default unless and until written notice detailing such default is given to the defaulting Party.

SECTION 18. NOTICES

All notices required by or relating to this Agreement shall be in writing and shall be sent to the Parties to this Agreement at their addresses set forth below, unless the same is changed from time to time, in which event each Party shall notify the other in writing of such change. All such notices shall be deemed duly given if mailed, postage prepaid, and directed to the addresses then prevailing. If any questions arise about dates of notices, postmark dates control.

EXCHANGE CARRIER

Charles H. Creason, Jr.
President
P. O. Box 366
Rupert, ID 83355
208 436-7121

USWC

M. Carolyn Peterson
Operations MGR ID/UT - ECS
999 Main Plaza
Boise, ID 83702
208-385-2754

SECTION 19. WAIVER

Any failure of a Party to assert any of its rights under any provision of this Agreement shall not constitute a waiver or a termination of such rights, Agreement, or any of this Agreement's provisions.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed for and on its behalf on the day and year indicated below:

EXCHANGE CARRIER



SIGNATURE

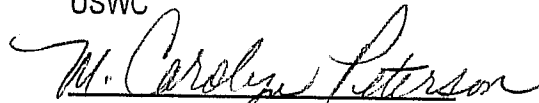
President

TITLE

2/3/95

DATE

USWC



SIGNATURE

Operations MGR ID/UT - ECS

TITLE

2/7/95

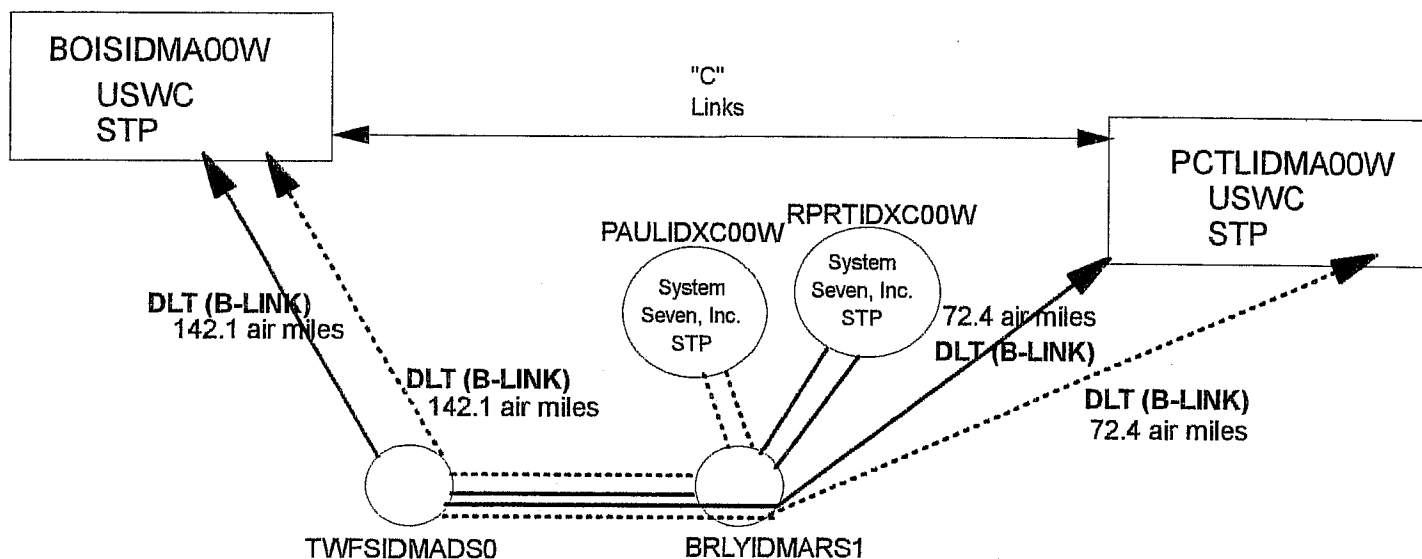
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ATTACHMENT 1

COMMON CHANNEL SIGNALING NETWORK INTERCONNECTION AGREEMENT SWITCHED ACCESS SERVICES

This Attachment 1 is attached to and made a part of the Common Channel Signaling Network Interconnection Agreement Switched Access Services between USWC and SYSTEM SEVEN, INC.

NETWORK CONFIGURATION



RPRTIDXCDS0

NOTE:

*It is USWC policy to place B-link traffic on dedicated DS-1 Links to each STP. Project Mutual Co-Op. may request to not have dedicated DS-1's and place the B-link traffic on existing systems. Each B-link will need to be assigned on different carrier systems to prevent loss of an B-link due to a carrier system failure.

NOTICE:

The information contained herein should not be disclosed to unauthorized persons. It is intended for use by authorized representatives of U S WEST companies only.